



### **Smithfield Township**

1155 Red Fox Road | East Stroudsburg | Pennsylvania 18301

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[www.smithfieldtownship.com](http://www.smithfieldtownship.com)

#### **Release, Waiver & Indemnification Agreement for Beekeeping**

I, \_\_\_\_\_, hereby release and forever discharge, and by these presents do, for myself and my respective heirs, executors, successors, administrators, personal and legal representatives and assigns, release, acquit, and forever discharge the Township of Smithfield, Monroe County, Commonwealth of Pennsylvania and its respective officers, directors, supervisors, board and committee members, volunteers, agents, employees, vendors, invitees, guests, appointees, independent contractors, and its/their insurance carriers from any and all demands, causes of action and/or claims for property damages, personal injuries (including death) including any and all claims for illnesses, damages and compensation whatsoever, known or unknown, or award or verdict of any type, including, without limiting the foregoing, all claims arising from my participation in the program/event hereinabove referred.

I acknowledge and fully understand that I will be engaging in activities that may involve the risk of injury, including partial or permanent disability and death, social and economic losses and property damage and any or all of which may result not only from my own actions, inactions or negligence but also from the actions, inactions, or negligence of others or the condition of premises, facilities or any equipment used. Therefore, I hereby knowingly, freely and voluntarily assume the risk of injury (including death) and damage resulting from my participation in the program/event hereinabove referred.

I further expressly understand and agree the foregoing release, indemnity and waiver is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania including, but not limited to, sole liability, joint liability, liability over, contribution and/or indemnity. If any portion of this agreement hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I further expressly understand and agree to the following terms for the use of the beekeeping space at Waterfront Park. This agreement pertains only to the use of space; all equipment belongs to the beekeeper and must be removed from the premises upon Township discontinuation of this agreement or cessation of beekeeping activities, or if not removed will be removed by the Township within 90 days and stored at the Township or discarded.

1. Beekeepers are required to provide/purchase their own equipment and provide/purchase their own bees.
2. Beekeepers must have their own protective gear.
3. Beekeepers must sign this agreement and agree to treat and monitor for varroa mites at least twice between April and October, and grants the Township and its consultants the right to inspect their hives at any time for any reason at their discretion.
4. Beekeepers will be interviewed and may have their privileges denied or revoked at the sole discretion of the Township, especially in cases of repeated or serious violations of this agreement
5. In certain cases, at the sole discretion of the Township, the Beekeeper may be required to remove their own equipment and bees. If the equipment is not removed, the Township may cause the equipment and bees to be removed. Written notice shall be given to the Beekeeper at least 14 days in advance.
6. Each beekeeper is permitted to maintain a minimum of 2 hives and a maximum of 3 hives (if hives are split or nucleus colonies are generated, this number may naturally change).
7. Beekeepers must follow a checklist before leaving the premises, including tasks such as ensuring the gate is shut, the electric fence is activated, and signing the check-in list when arriving and departing.
8. Beekeepers must pay a \$20 security deposit in addition to a one-time annual fee of \$20, for the use of the space per 12-month period.
9. Beekeepers must be residents of Monroe County.
10. Space is available on a first-come, first-served basis, conditional upon a successful interview at the sole discretion of the Township and its consultants.

I have read this release carefully, fully understand the terms and provisions thereof, have had the obligations that are imposed by the release explained to my satisfaction, and such release is signed freely, voluntarily and without any duress or coercion.

Signed and Sealed on the date herein below written:

Participant Name: \_\_\_\_\_

Primary Contact Cell (in case of emergency): \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_